

**CPB CONTRACTORS PTY LTD -  
CROSS RIVER RAIL – TSD  
(STATION BUILDINGS WORKS  
STAGE)  
ENTERPRISE AGREEMENT  
2024 – 2028**

## Table of Contents

<b>PART 1 DEFINITIONS</b> .....	<b>5</b>
<b>PART 2 APPLICATION OF AGREEMENT</b> .....	<b>7</b>
2.1 Title .....	7
2.2 Parties Bound .....	7
2.3 Rescinds and Replaces .....	7
2.4 Scope & Application.....	7
2.5 Date and Period of Operation .....	8
2.6 Objectives of Agreement.....	8
2.7 Relationship to Other Awards and Agreements .....	9
2.8 No Extra Claims.....	9
<b>PART 3 CONDITIONS OF EMPLOYMENT</b> .....	<b>10</b>
3.1 Continuous Operations .....	10
3.2 Individual Flexibility Arrangement .....	10
3.3 Consultation.....	11
3.4 Change to Regular Roster or Ordinary Hours of Work .....	13
3.5 Contract of Employment .....	13
3.6 Probation Period.....	15
3.7 Termination of Employment .....	15
3.8 Notice of Absence.....	16
3.9 Standing Down of Employees .....	16
3.10 Dispute Prevention and Settlement Procedure .....	16
3.11 Counselling & Disciplinary Procedure .....	17
3.12 Consultative Committee.....	19
3.13 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment .....	19
3.14 Labour Hire Protocol.....	19
<b>PART 4 WORKPLACE HEALTH AND SAFETY</b> .....	<b>21</b>
4.1 Safety Commitment .....	21
4.2 Project Inductions .....	21
4.3 Induction Training .....	21
4.4 Health & Safety Committee.....	22
4.5 Fitness for Duty .....	22
4.6 Safety Incident Procedure.....	23
4.7 PPE .....	24
4.8 Inclement Weather.....	25
4.9 Learning and Development.....	27
4.10 Traineeships .....	27

<b>PART 5 CLASSIFICATION STRUCTURES, RATES OF PAY, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS .....</b>	<b>29</b>
5.1 Classification Structures and Rates of Pay .....	29
5.2 Higher Duties.....	29
5.3 Daily Fare and Travel Allowance .....	29
5.4 Productivity Payment .....	30
5.5 People First Payment .....	30
5.6 Leading Hand Allowance .....	30
5.7 First Aid Allowance .....	31
5.8 Overtime Meal Allowance .....	31
5.9 Tradesperson Allowance .....	31
5.10 Superannuation .....	31
5.11 Redundancy .....	32
<b>PART 6 HOURS OF WORK, OVERTIME and RDO'S.....</b>	<b>33</b>
6.1 Hours of Work.....	33
6.2 Day Workers.....	33
6.3 Shift Workers .....	34
6.4 Recall .....	36
6.5 Rest period after Overtime.....	36
6.6 Cancellation of Weekend Overtime.....	36
6.7 Work Throughs .....	37
6.8 Rostered Days Off .....	37
<b>PART 7 LEAVE ENTITLEMENTS.....</b>	<b>39</b>
7.1 Annual Leave.....	39
7.2 Personal/Carer's Leave .....	40
7.3 Compassionate Leave .....	41
7.4 Parental Leave .....	41
7.5 Jury Service.....	41
7.6 Long Service Leave .....	41
7.7 Requests for Flexible Working Arrangements .....	42
7.8 Community Service Leave .....	42
7.9 Family & Domestic Violence Leave.....	42
7.10 Taking Paid Leave.....	42
7.11 Public Holidays .....	43
<b>PART 8 ADMINISTRATION.....</b>	<b>44</b>
8.1 Income Protection.....	44
8.2 Payment of Wages .....	44
8.3 Employee Representative.....	44

8.4	Employee Representative Facilities .....	45
8.5	Compliance with Statutory Requirements .....	45
8.6	Severability .....	45
8.7	Employee Awareness .....	45
8.8	Immigration Compliance .....	46
<b>PART 9</b>	<b>SIGNATORIES .....</b>	<b>47</b>
<b>Appendix A</b>	<b>CLASSIFICATION STRUCTURE .....</b>	<b>48</b>
<b>Appendix B</b>	<b>BASE RATES OF PAY .....</b>	<b>50</b>
<b>Appendix C</b>	<b>ALLOWANCES &amp; CONTRIBUTIONS .....</b>	<b>51</b>
<b>Appendix D</b>	<b>APPRENTICES .....</b>	<b>52</b>

## PART 1 DEFINITIONS

In this Agreement the following definitions will apply:

“**Afternoon Shift**” means a shift starting at or after 12.00pm and before 8.00pm, unless agreed by the parties, on any days of the week.

“**Agreement**” means CPB Contractors Pty Ltd – Cross River Rail – TSD (Station Buildings Works Stage) Enterprise Agreement 2024 – 2028.

“**Award**” means the Building and Construction General On-Site Award 2020 (MA000020).

“**All Purpose**” means the rate provided at Appendices A and B of this Agreement, plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

“**Authorised Paid Leave**” shall mean where leave is authorised and paid for by the Employer.

“**Base Rate**” means the Employees base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

“**Broken Shift**” means as prescribed at clause 6.3.6.

“**CBGU JV**” means the joint venture between CPB, UGL, BAM, and Ghella for the purpose of undertaking the TSD package of works on the Project on behalf of Pulse Partnerships Pty Ltd.

“**Certificate**” means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

“**Consultative Committee**” means the committee established in accordance with this Agreement.

“**CPB**” means CPB Contractors Pty Ltd, ACN 000 893 667.

“**Day Shift**” means a shift starting on or after 6.00am and before 12.00pm on any days of the week, as agreed by the parties. A Day Shift may commence prior to 6.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

“**Day Worker**” means an employee engaged to commence work at or after 6.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior to 6.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

“**Employee**” means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendix A.

“**Employer**” means CPB.

“**FW Act**” means the *Fair Work Act 2009* (Cth), as amended from time to time.

“**FWC**” means Fair Work Commission.

“**Health and Safety Committee**” means a committee established in accordance with the WH&S Act, or otherwise applicable OHS/WHS legislation.

“**National Employment Standards**” (NES) are minimum standards applying to employment conditions.

“**Night Shift**” means a shift starting at or after 8.00pm and before 6.00am, unless agreed between the parties, on any days of the week.

**“Ordinary Hours”** means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1b))

**“Ordinary Time Earnings”** is the amount of money an employee is paid for ordinary hours of work

**“Party” and “Parties”** means as prescribed at clause 2.2 as the context may require.

**“Project”** means the TSD package of works being undertaken by the Employer as part of the CBGU JV on behalf of Pulse Partnerships Pty Ltd in respect of the construction of a 10.2 kilometre rail line from Dutton Park to Bowen Hills in Queensland, which includes 5.9 kilometres of twin tunnels under the Brisbane River and the Brisbane CBD, and associated works.

**“Shift Worker”** means an Employee engaged to work continuously for five or more shifts on either Day Shift, Night Shift or Afternoon Shift.

**“WHS Act”** means the *Work Health and Safety Act 2011 (QLD)*, *The Work Health and Safety Regulation 2011 (QLD)*, Rail Safety National Law (Queensland) Act 2017) or otherwise applicable WHS legislation.

**“WHS”** means Work, Health and Safety.

## **PART 2 APPLICATION OF AGREEMENT**

### **2.1 Title**

This Agreement will be known as the CPB Contractors Pty Ltd Cross River Rail – TSD (Station Buildings Works Stage) Enterprise Agreement 2024 – 2028 (“**the Agreement**”).

### **2.2 Parties Bound**

In accordance with Section 182(3) of the Fair Work Act, the Agreement covers each of the following parties:

- a) CPB Contractors Pty Ltd, ABN: 98 000 893 667 (“**the Employer**”); and
- b) All persons who are Employees as defined by this Agreement.

### **2.3 Rescinds and Replaces**

This Agreement rescinds and replaces the Enterprise Agreements known as CPB Contractors Pty Ltd Cross River Rail - Tunnel and Shaft Greenfields Agreement 2019-2023 and, to the extent that it applies, the CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023.

### **2.4 Scope & Application**

This Agreement regulates wholly and exclusively the terms and conditions of employment of the employees of the Employer falling within the scope and application of the Agreement. This Agreement shall apply to surface civil and structural works, station and insitu structures and permanent building structures within the station buildings that is occurring on a CRR TSD Project Site under the control of the CBGU JV.

This Agreement will NOT apply to:

- a) All works covered by the CPB Contractors Pty Ltd Cross River Rail - Rail Integration and Systems (RIS) Enterprise Agreement 2024-2028;
- b) All work conducted on the Project relating to utilities;
- c) Supervisory or managerial personnel, engineers, technicians and surveyors;
- d) Tunnelling work involving road headers, tunnel boring machines or other excavation means;
- e) Tunnel and Cavern inverts;
- f) Security personnel;
- g) Traffic controllers;
- h) Deliveries and removal of goods, material and equipment to and from the Project;
- i) Work on off-site infrastructure whether associated with the Project or not;
- j) The offsite manufacturing or fabrication of goods, materials and equipment;
- k) Queensland Rail employees and associates;
- l) Offsite manufacturing or fabrications of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;

- m) Site office/amenities/crib maintenance & servicing personnel (e.g. cleaning, waste removal, repairs);
- n) Persons undertaking the installation of temporary buildings and related services; and
- o) Warranty defects liability, repairs and/or maintenance work performed by or on behalf of the manufactures and/or distributors of goods, material or equipment provided to the Project.

## **2.5 Date and Period of Operation**

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

## **2.6 Objectives of Agreement**

The parties agree that key objectives of this Agreement are to provide terms and conditions of employment commensurate with the challenges associated with working in the construction industry and which promote safe working conditions, a functional work/life balance and a comfortable standard of living, whilst also providing a framework that seeks to maximise productivity, minimise lost time through genuine communication, consultation, collaboration and a sensible and practical application of terms contained in this Agreement.

### **2.6A First Nations People**

- 2.6A.1** The parties recognise there is a significant population of First Nations People within Queensland. The Employer will use reasonable, non-discriminatory and lawful endeavours to employ a minimum of 5% of its total workforce who identify as First Nations People.
- 2.6A.2** The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and the spiritual connection that traditional owners have with each area where work takes place.
- 2.6A.3** First Nations Employees will be entitled to cultural and ceremonial leave as per clause 2.6A.5 below.
- 2.6A.4** The parties acknowledge that cultural ceremonies have been arranged on each site with the relevant traditional custodians of the land on which the Project is being built.
- 2.6A.5** The Employer will also implement policies that ensure:
  - a) access to personal leave for participation in cultural and ceremonial activities;
  - b) skill and career development opportunities for First Nation Employees;
  - c) the development, retention and promotion of First Nation Employees.

### **2.6B Women in the Industry**

- 2.6B.1** The parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To that end, the parties support the promotion of women into the industry and shall discuss means to achieve this objective,



including ways to encourage and assist women to seek and maintain employment in the construction industry.

**2.6B.2** At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.

**2.6B.3** The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behaviour will not be tolerated. Any such behaviour will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment.

## **2.7 Relationship to Other Awards and Agreements**

- a) The relevant Award for purposes of applying the better off overall test to this Agreement is the Building and Construction General On-Site Award 2020.
- b) This Agreement will be read in conjunction with the NES. Where this Agreement includes terms that have the same effect as terms of the NES, or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.
- c) Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:
  - i. Those terms operate in parallel with the Employee's NES Entitlement, but not so as to give the Employee a double benefit; and
  - ii. The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.

## **2.8 No Extra Claims**

The Parties covered by this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

- a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from award variations or decisions of a statutory body; and
- b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employees and/or a union will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

## **PART 3      CONDITIONS OF EMPLOYMENT**

### **3.1    Continuous Operations**

The Parties recognise that the construction activities on the Project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty four hours a day, seven days a week) and work flow be maintained on the Project, including but not limited to the following area of activity;

- a) Critical concrete pours;
- b) Precinct logistics and material handling;
- c) Track fitout works and track fitout logistics;
- d) High risk activities to minimise interface with day-to-day activities e.g., precast installation, canopy erection, heavy lift plant and equipment;
- e) Mobilisation and demobilisation of heavy plant and equipment;
- f) Delivery of equipment and material that require traffic permits;
- g) Attendance for execution of critical works activities;
- h) Operations involving traffic safety management;
- i) Spoil removal and spoil haulage activities to stockpiles;
- j) Pumping and dewatering activities;
- k) Work required to stabilise any excavation against collapse;
- l) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above; and
- m) In such cases, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

Notwithstanding anything contained in this clause, the Employer will endeavour to establish roster(s) that promote a work-life balance culture and assist in limiting the causes of fatigue in the workplace.

### **3.2    Individual Flexibility Arrangement**

- a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relations to 1 or more of the following matters:
  - i. Single day annual leave absences up to 12 per year;
  - ii. Increase to parental leave; and
  - iii. Increase to compassionate Leave.
- b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and

c) The arrangement is genuinely agreed to by the Employer and Employee.

**3.2.1** The Employer will ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under Section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

**3.2.2** The Employer must ensure that the individual flexibility agreement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and is signed by the Employer and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and
- c) includes details of:
  - i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- d) states the day on which the arrangement commences.

**3.2.3** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**3.2.4** An individual flexibility agreement must not require the approval or consent of a person other than the Employer or Employee.

**3.2.5** The Employer or Employee may terminate the individual flexibility arrangement:

- i. by giving no more than 28 days written notice to the other party to the arrangement; or
- ii. if the Employer and Employee agree in writing – at any time.

### **3.3 Consultation**

This clause applies where the Employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on the Employees (see clauses 3.3.1 to 3.3.9 below); or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees (see clause 3.4 below).

- 3.3.1** The Employer must notify the affected Employees of the decision to introduce the major change 14 days prior to the major change taking effect.
- 3.3.2** The affected Employees may appoint a representative for the purposes of the procedure in this clause.
- 3.3.3** If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 3.3.4** As soon as practicable after making its decision, the Employer must:
- a) discuss with the affected Employees:
    - i. the introduction of the change;
    - ii. the effect the change is likely to have on the Employees; and
    - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - b) for the purposes of the discussion provide, in writing, to the affected Employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the Employees; and
    - iii. any other matters likely to affect the Employees.
- 3.3.5** The Employer is not required to disclose confidential or commercially sensitive information to the affected Employees.
- 3.3.6** The Employer must give prompt and genuine consideration to matters raised about the major change by the affected Employees.
- 3.3.7** If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in clauses 3.3.2, 3.3.3 and 3.3.4 are taken not to apply.
- 3.3.8** In this term, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of the Employees; or
  - b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of their Employees;
  - c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or

- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.

**3.3.9** Significant effects include potential termination of Employees. For avoidance of doubt, this does not limit or have the effect of limiting the right of the Employer to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

### **3.4 Change to Regular Roster or Ordinary Hours of Work**

The Employer must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees 14 days prior to the change taking effect.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

As soon as practicable after proposing to introduce the change, the Employer must:

- a) Discuss with the affected Employees the introduction of the change;
- b) For the purposes of the discussion - provide to the affected Employees:
  - i. All relevant information about the change, including the nature of the change;
  - ii. Information about what the Employer reasonably believes will be the effects of the change on the affected Employees; and
  - iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c) Invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the Employer is not required to disclose confidential or commercially sensitive information to the affected Employees.

The Employer must give prompt and genuine consideration to matters raised about the change by the affected Employees.

### **3.5 Contract of Employment**

- a) Employees will be employed on a full-time, part-time, or casual basis.
- b) At the time of their engagement, the Employer will inform each Employee of the terms of their engagement.
- c) Part-time employment will be by Agreement between the Employer and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per week, and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than the Base Rate for the relevant classification, and pro-rata entitlements for those hours. The Employer will inform a part-time Employee of the ordinary hours of work and the

starting and finishing times. Any hours worked by the part time employee in addition to the agreed ordinary hours will be paid at the appropriate overtime rate.

- d) Before commencing a period of part-time employment, the Employer and an Employee will agree in writing:
  - i. That the Employee may work part-time;
  - ii. The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);
  - iii. The classification in Appendix A as relevant that applies to the work to be performed; and
  - iv. The period of part-time employment.
- e) The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.
- f) A person is a casual Employee of the Employer if:
  - i. An offer of employment is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person;
  - ii. The person accepts the offer on that basis; and
  - iii. The person is an Employee as a result of that acceptance.
- g) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits or notice periods as contained in clause 3.7 of this Agreement.
- h) On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of 7.2 hours' work, plus the relevant travel allowance as provided for in clause 5.3 of this Agreement, as applicable.
- i) An all-purpose casual loading of 25% will be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays not worked, as contained in this Agreement. In calculating overtime payments for a casual Employee, the following will apply: base rate then 25% loading and then the relevant overtime rate/loading.
- j) A casual employee, other than an irregular casual employee, who has been engaged for a sequence of periods of employment for 6 weeks may elect to convert to full time employment. The employer must not unreasonably refuse. The employer must give written notice to the employee within 4 weeks of the employee reaching the 6 weeks qualifying period of the terms of this clause.
- k) A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Employer.

### 3.6 Probation Period

- a) The Employee's employment with the Employer will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the suitability for the position will be assessed.
- b) An Employee's employment may be terminated at any time during the probationary period by either party giving one week's notice of termination or at the Employer's sole discretion, payment in lieu of such notice.

### 3.7 Termination of Employment

Employment may be terminated by an Employee providing one week's notice or the Employer by giving the following notice:

Employee's Period of Continuous Service with the Employer	Actual Period of Notice required to be Provided
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- a) In addition to the notice set out above, an Employee over 45 years old at the time notice of termination is given who has completed at least two (2) years of continuous service with the Employer, will be entitled to an additional one (1) weeks' notice.
- b) The employer does not need to give notice of termination to Employees who are engaged for a specified task(s), or on a casual basis.
- c) Following the giving of notice of termination by either party, the Employer may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.
- d) Where an Employee resigns without giving the required one week's notice, or gives notice but leaves before the end of the notice period, the Employer may deduct payment for the notice period (or that part of the notice period not worked), from any money owed by the Employer.
- e) Employees will only be entitled to payment up to and including their last day of attended work if the Employee has abandoned their employment.
- f) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.
- g) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Employer's policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, wilful damage to Employer property, harming or threatening co-workers, breach of the Employer's alcohol and other drugs in the workplace policy, workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.

### **3.8 Notice of Absence**

- a) Employees have a responsibility to notify the Employer of any absences from work. Unless a provision of this Agreement or the FW Act states otherwise, an Employee who fails to attend work without a reasonable explanation, will not be paid for the actual time of such non-attendance.
- b) This clause 3.8 applies where the Employer is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Employer. For the avoidance of doubt, the Employer will not take action against an Employee who is entitled to be on leave or absent under the NES or this Agreement.
- c) If an Employee fails to attend work the Employer will attempt to contact the Employee. If the Employer is able to contact the Employee, the Employer will require the Employee to provide substantive justification for their absence. The Employer reserves the right to take disciplinary action where this explanation is not satisfactory.
- d) Where the Employer is unable to communicate with an Employee, after having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an explanation to the Employer for their absenteeism, the matter will be dealt with pursuant to clause 3.7.

### **3.9 Standing Down of Employees**

- a) Despite anything elsewhere contained in this Agreement, the Employer, in accordance with the FW Act, will have the right to stand down and not pay an Employee for any day (or part of a day) the Employee cannot be usefully employed because of industrial action.
- b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.
- c) If an Employee cannot do work due to any cause for which the Employer cannot reasonably be held responsible (for example geological conditions, breakdown of machinery or equipment for which the Employer cannot reasonably be held responsible) the Employer may take the following steps:
  - i. The Employer will consult with affected Employees regarding the possibility of stand down, and
  - ii. The Employer will take all reasonable steps to explore all possible options to ensure work continues.

Once steps i and ii have been taken, the Employer has the right to stand down the Employee without pay.

### **3.10 Dispute Prevention and Settlement Procedure**

- a) A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Any dispute in relation to a work related, industrial matter or any matters arising out of the operation of the Agreement, incidental to the operation of the Agreement, the NES, including subsections 65(5) or 76(4) of the FW Act shall be dealt with according to the following procedure:
  - i. The circumstances that existed prior to the dispute or grievance or claim prevail, and work must continue as normal without detriment to any of the Parties.



- ii. All Employees have the right to appoint an employee representative (which may be a Party to this Agreement, the Employee Representative elected under clause 8.3 of this Agreement or anyone else of the Employee's choice) in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first Instance.
  - iii. The Employer may appoint a representative of its choice in relation to a dispute.
  - iv. In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:
    - A. The matter shall be first submitted by the Employee/s or their representative, to the site supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.
    - B. Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of a representative.
    - C. If still not resolved, there may be discussions between the employee/s and their representative and senior representative of the Employer.
    - D. Should the matter remain unresolved, and all of the steps of this procedure have been exhausted the matter may be referred by either Party to this dispute to the FWC. The FWC may exercise conciliation in the first instance and if the conciliation is unsuccessful the FWC may exercise arbitration powers.
- b) This procedure shall be followed in good faith without unreasonable delay.

### **3.11 Counselling & Disciplinary Procedure**

- a) This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of procedures including, but not limited to safety, environmental, sexual harassment and workplace bullying.
- b) At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by an employee representative of their choice.
- c) While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures may result in an Employee being dealt with immediately under Step 2 or Step 3 of this procedure.
- d) This clause 3.11 does not take away the right of the Employer to dismiss an Employee without notice for serious misconduct (refer to clause 3.7(f) and (g)) or the right of an Employee to seek advice from his/her nominated representative at any stage of the procedure below.

#### **3.11.1 Step 1 – Verbal Warning/Counselling**

Where the Employer has a first concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

- a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Employer will consider this explanation and any relevant facts;

- d) If the Employer considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's Performance or conduct may lead to further warnings; and
- e) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

### **3.11.2 Step 2 Written Warning/ Improved Performance**

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Employer has a second concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this step (2) will be taken:

- a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Employer will consider this explanation and any relevant facts;
- d) If the Employer considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning; and
- e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

### **3.11.3 Step 3 – Final Warning**

If the Employee continues to not meet the standards in terms of performance and or the Employer's code of conduct, the Employee will be issued with a Final Warning. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning.

### **3.11.4 Step 4 – Dismissal**

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Employer has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

- a) The Employer will explain its concern with the Employee's performance and/or conduct;
- b) The Employer will give the Employee an opportunity to provide an explanation;
- c) The Employer will consider the explanation and any relevant facts; and
- d) If the Employer considers that the Employee's explanation is not reasonable, notice of dismissal may be given by the Employer.

### **3.12 Consultative Committee**

- a) The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employees will be appropriately consulted in respect of issues that impact on their employment conditions.
- b) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and employee representatives.
- c) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.
- d) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.
- e) The consultative committee's primary charter is to ensure good communication between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.
- f) Separate to the consultative committee process, clause 3.3 will apply and the Employer must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.
- g) The Employer will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.

### **3.13 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment**

- a) The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.
- b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules.
- c) Any breach of the Employer discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in dismissal.

### **3.14 Labour Hire Protocol**

- a) From time to time the Employer may enter into Labour Supply Contracts to meet the short term fluctuations in the labour requirements of the Project.
- b) It is not the intention of the Employer to use Labour Hire Workers to undermine the terms and conditions of this Agreement. Accordingly, where the Employer engages Labour Hire Workers, any Labour Supply Contract for their engagement entered into after the commencement of this Agreement will require a condition that the relevant Labour Hire Workers will receive for work performed on the Project, remuneration for their ordinary hours of work (based on an overall assessment of such things as their total of wages and allowance under their applicable terms and conditions) that is no less in total dollar terms

when compared to the Base Rate of Pay for Ordinary Time Earnings that is specified by the classification under this Agreement which equates to the work that the Labour Hire Worker performs on the Project.

- c) In the event that the Employer deems the use of Labour Hire Workers is necessary to meet requirements on a Project site, the Employer will consult with its Employees on the relevant site. This consultation must take place during paid time as soon as practicable after the Employer has deemed the use of Labour Hire Workers is necessary.
- d) For the purposes of consultation, the Employer will provide:
  - i. The type of work proposed to be undertaken by the Labour Hire Workers;
  - ii. The reason the use of Labour Hire Workers has become necessary for the Employer to meet operational requirements;
  - iii. The number of Labour Hire Workers likely to be required; and
  - iv. The likely duration of the supply of the Labour Hire Workers or scope of the Labour Supply Contract.
- e) The Employer will give genuine consideration to any reasonable concern or suggestion raised by any Employee during consultation.
- f) For the avoidance of doubt, it will not be a contravention of the Agreement by the Employer for the purposes of section 50 of the Fair Work Act 2009 (Cth) if a labour hire firm does not comply with a contractual condition referred to in clause (b) above, provided that the Employer has complied with its obligation under that clause.
- g) For the purposes of this clause:
  - i. “Labour Hire Worker” means a person who is engaged by a licensed (where required) labour hire firm and performs works on the Project in accordance with a Labour Supply Contract where that work would be within the scope of a classification of this Agreement if the work was performed by an Employee.
  - ii. “Labour Supply Contract” means a contract between the Employer and a licensed (where required) labour hire firm for the supply of labour to the Project. A contract that includes the provision of a service rather than labour is not a Labour Supply Contract for the purposes of this Agreement.

## **PART 4      WORKPLACE HEALTH AND SAFETY**

### **4.1    Safety Commitment**

- a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.
- b) The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all Workplace Health and Safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.
- c) All Employees are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.
- d) No Employee will be required to work in any unsafe area or situation. An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

### **4.2    Project Inductions**

- a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by an Employer representative.
- b) The Employer will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Employer's satisfaction, a clear understanding of the issues raised during inductions.
- c) Employees are required to provide a copy of their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

### **4.3    Induction Training**

All Employees will receive an induction on or before their commencement on the Project that details issues including:

- a) Project Overview;
- b) Project Enterprise Agreement including; Parties, Scope and Application of the Agreement, DPSP, general terms and conditions of employment;
- c) Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;
- d) Code of conduct and workplace behaviour expectations;
- e) Project/Site layout;
- f) Respectful interface with community and road users; and
- g) Work procedures.

On the successful completion of the Project Induction training program, Employees will be issued with an identification card which they must carry at all times.

## **4.4 Health & Safety Committee**

The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations. All Health and Safety Committee members will undertake an agreed silica awareness course and airborne toxic substance awareness courses as appropriate.

### **4.4.1 Health and Safety Representatives**

- a) The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.
- b) When requested, Health and Safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.
- c) Parties covered by this Agreement recognise the important role of Health & Safety representatives. The HSRs have a key role in the early intervention in health and safety Issues under this Agreement.
- d) A health & safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees they represent.

## **4.5 Fitness for Duty**

- a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, Employees will be required to participate in tests for alcohol and other drugs as required during their deployment on site.
- b) For safety reasons Employees will need to be clean shaven while performing any work requiring a dust mask.

### **4.5.1 Alcohol and Other Drugs**

- a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace and community.
- b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employees.
- c) Employees who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious misconduct), will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.
- d) Employees bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Employer's employee assistance program or any other similar support service.

#### **4.5.2 Non-Smoking**

- a) In the interests of work health and safety, smoking areas will be identified. Where an area is not designated it will be automatically a non-smoking area. Employees will be required to comply with the Project's smoke-free workplace policy.
- b) Employees found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

#### **4.6 Safety Incident Procedure**

- a) No Employee will be required to work in any unsafe area or situation an employee or employees may cease, or refuse to carry out work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- b) This procedure will be in accordance with the WHS Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.
- c) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.
- d) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Representative will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.
- e) In the event Employees cease work due to a reasonable concern of an imminent risk to their health and safety will hold themselves available to be transferred elsewhere on the Project.
- f) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.
- g) Work in other areas will continue without interruption, and all Employees will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.
- h) Priority is to be given to safety rectification.
- i) Should a safety dispute arise over whether one or more work areas are safe or not, the following procedure will apply:
  - i. Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and the Health & Safety representative(s);
  - ii. As safety rectification work is agreed for any area, all Employees will immediately commence such rectification work;
  - iii. Upon verification that such rectification has been completed, normal work will resume progressively in any area;
  - iv. Employees will not leave the Project site unless directed to do so by the Employer, relevant Government authority or Emergency Services officials such as Police, Fire or Ambulance officers

- j) For the sake of clarity, WHS policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act and Regulations being replaced or amended.

## **4.7 PPE**

### **4.7.1 Mandatory Equipment**

- a) Employees will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.
- b) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including any other paraphernalia not approved by the Employer.
- c) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Employer. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings and/or termination of employment.
- d) Safety footwear will be supplied upon the commencement of employment. Damaged and/or worn PPE will be replaced on a fair wear and tear basis, provided they are produced to the Employer for inspection.

### **4.7.2 Job Related Equipment**

- a) The Employer will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:
  - i. Hearing protection e.g. ear plugs/muffs;
  - ii. Factor 30+ protective sunscreen;
  - iii. Eye protection, including, as approved by the Employer, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;
  - iv. Safety gloves, that meets Australian Standard;
  - v. Safety boots (replaced as a result of fair wear and tear);
  - vi. Gumboots; (as required)
  - vii. Dust masks;
  - viii. Wet weather jacket; (as required)
  - ix. Safety vests;
  - x. Long trousers;
  - xi. Long Sleeve shirt.

### **4.7.3 Clothing**

The Employer will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Employer for inspection.

A set of clothing will consist of:

- a) Five pairs of long trousers; and



- b) Five high visibility long sleeve shirts.
- c) All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.

The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

#### **4.8 Inclement Weather**

- a) Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.
- b) The Employer and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so. In the case of inclement weather arising from high temperature, the parties acknowledge that the heat management plan used on Project (as adopted or amended from time to time) is an appropriate, evidence-based and peer-reviewed policy which will be used to manage heat-related issues on the Project. For the avoidance of doubt, the heat management plan is not incorporated by reference into this Agreement.
- c) In order to improve this area of lost productivity the following will apply to all Employees:
  - i. Employees may be transferred to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employees skill, competence and training, and the Employer provides, where necessary, transport;
  - ii. The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather;
  - iii. The Employer and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;
  - iv. Non-productive time arising from inclement weather can be used for monthly Project briefings;
  - v. Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities.
  - vi. The Employer and Employees acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;
  - vii. The Employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather;
  - viii. The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather;

- ix. All Employees must be available to clean up and dewater relevant work areas as directed by the Employer and/or the Health & Safety Committee following inclement weather, regardless of classification.
- d) Where it is determined that an Employee is not able to perform any work because of Inclement Weather, a full-time and part-time Employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non-cumulative). This payment is subject to the Employee remaining on site in readiness to work.
- e) After four (4) hours after the cessation of work from inclement weather the Employer may release employees for the remainder of the day, if information indicates that inclement weather will continue.
- f) Where the maximum of 32 hours pay in any 4 week period is reached and an Employee cannot resume work because of Inclement Weather, the Employer may stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave or accrued RDOs during the stand down period.
- g) Critical Work in Rain – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance.
- h) Where an Employee is required by the Employer to perform critical work in inclement weather, the following will apply:
  - i. Such work will be conducted subject to appropriate safety procedures being in place;
  - ii. Employees will be provided with wet weather gear, as appropriate;
  - iii. Employees will be provided with safety equipment and respite to minimise the impact of work in the rain;
  - iv. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:
  - v. Employees may be provided with additional dry clothing to allow ordinary work to continue; or
  - vi. With the approval of the relevant area Superintendent, Employees who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.
- i) Such critical work performed in inclement weather will be paid at the rate of double the Employee's Base Rate.
- j) Employees who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid the balance of their ordinary hours at their ordinary rate of pay. Employees who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

## 4.9 Learning and Development

- a) The Employer will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of Project employment priorities.
- b) The Employer will provide skills enhancement for Employees via a range of methods including but not limited to coaching, mentoring, exposure and competency based training model.
- c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.
- d) This Learning and Development program will provide Employees with industry wide recognised portable skills which will facilitate the development of their career path.
- e) In line with the Employer's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Employer may schedule mandatory training for employees in accordance with this clause.
- f) Employees required to attend training will be paid for the time spent training at the employee's Base Rate. Such training will be conducted during ordinary hours.

## 4.10 Traineeships

- a) As part of its commitment to the long-term future of the industry, the Employer may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- b) A Certificate II traineeship will consist of no less than 16 modules.
- c) A Certificate III traineeship will consist of no less than 24 modules.
- d) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

<b>Traineeship</b>	<b>Level of Completion</b>	<b>Rate of Pay</b>
<b>Certificate II</b>	Less than 12 months	75% of the relevant Base Rate
	12 months or more and satisfactory completion of required units of competency	85% of the relevant Base Rate
	On completion	Relevant Base Rate CW3
<b>Certificate III</b>	Less than 12 months	75% of the relevant Base Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	85% of the relevant Base Rate
	24 months or more and satisfactory completion of required units of competency	95% of the relevant Base Rate
	On completion	Relevant Base Rate CW5

- e) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.

- f) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the Registered Training Organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

## **PART 5 CLASSIFICATION STRUCTURES, RATES OF PAY, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS**

### **5.1 Classification Structures and Rates of Pay**

- a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The skill-based classification structure is set out in Appendices A.
- b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- c) The Base Rates for each classification level are prescribed at Appendices A or B. The Base Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Project.
- d) Apprentices engaged by the Employer will be paid in accordance with Appendix D.
- e) The Base Rates under this Agreement will be adjusted only in accordance with Appendices A or B. All wage increases during the life of the Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

### **5.2 Higher Duties**

- a) Where an Employee on any day is required and has agreed to perform duties of a higher Base Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Base Rate for the work so performed.
- b) The Employee will be paid the higher hourly Base Rate for the entire day or shift if the Employee is required to work at that Base Rate for more than two hours. Otherwise, the Employee will be paid the higher Base Rate for the time so worked.
- c) Following the completion of activities under the higher classification, the Employee will revert to the Base Rate that is applicable to their classification prior to undertaking the higher duties.
- d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Base Rate, will not be paid at the higher Base Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Base Rate. This clause will be utilised by the Employer for the purposes of bona fide training, and will not be used by the Employer to simply avoid payment to Employees at a classification which attracts a higher Base Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.10.

### **5.3 Daily Fare and Travel Allowance**

- a) A daily fare and travel allowance will be paid to each Employee for each day or shift the Employee reports to work and actually worked (including all RDO's). This allowance will initially be \$55.00 from commencement of the Agreement but will increase to \$60.00 twelve months after the Agreement commences operation.

- b) Except for the one-off increase referred to in subclause 5.3(a), this allowance will be a flat amount and is not included in the calculation of overtime, leave or any other loadings.
- c) This travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees incurred by Employees travelling to and from the Project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.
- d) Employees who are provided a work vehicle by the Employer to take home each night are not eligible for the daily travel allowance.
- e) For clarity, an employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).

#### **5.4 Productivity Payment**

- a) An Employee will receive a productivity payment of \$9.64 for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.
- b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in any award or other industrial instrument other than for those provided for in this Agreement.
- c) This productivity payment is a flat payment and will not be included in the calculation of overtime, leave or any shift or other loadings.
- d) This productivity payment is not payable when Employees leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

#### **5.5 People First Payment**

The Project's success is built by our people. That is why we put our people first.

The people first payment is to better recognise and reward the Employees.

Each Employee covered by this Agreement will receive a payment of \$55.00 per week or part thereof of service (including Authorised Paid Leave) on the Project which will be paid to Employees when the service on the Project comes to an end.

The payment will form part of the Employee's final termination pay at the conclusion of their service on the Project in recognition of their contribution to the Project's success.

#### **5.6 Leading Hand Allowance**

- a) An Employee appointed by the Employer to be in charge of other Employees will be paid in accordance with Appendix C. With specific responsibility of directing and/or supervising the work of other Employees. The Leading Hand allowance will be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

- b) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed.

### **5.7 First Aid Allowance**

- a) An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aider will be paid a first aid allowance whilst the Employee maintains a current First Aid certificate.
- b) The first aid allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.

### **5.8 Overtime Meal Allowance**

- a) If an Employee is required to work more than two hours overtime after their ordinary hours of work, Monday to Friday, a payment of \$24.51 for meals will be made.
- b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a payment of \$24.51 in lieu will be made.
- c) This meal allowance will be a flat rate amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

### **5.9 Tradesperson Allowance**

- a) An Employee engaged as a Tradesperson as prescribed at Appendix A of this Agreement will receive an allowance of \$1.81 per hour actually worked; this allowance will be classified as all-purpose. This allowance is inclusive of the tool allowance in Appendix C.

### **5.10 Superannuation**

- a) The Employer will make superannuation contributions in accordance with the requirement under the Superannuation Guarantee and Administration Act 1992 (Cth) into a superannuation fund nominated by the Employee calculated on Ordinary Time Earnings (OTE). The minimum employer contribution will be \$255 per week or the minimum statutory contribution rate (currently 11.5% of OTE) and will remain for the duration of this Agreement unless amended by legislation.
- b) Where an Employee does not nominate a superannuation fund, the Employer will make superannuation contributions into the Employee's stapled superannuation fund or the Company's default superannuation fund which offers a MySuper product, is an exempt public sector scheme or is a fund of which the relevant Employee is a defined benefit member.
- c) Employees can elect to "salary sacrifice" for additional superannuation contributions provided that:
  - i. the arrangement complies with the relevant legislation and Employer policy as amended from time to time;
  - ii. the Employee notifies the Employer of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
  - iii. the superannuation fund is a complying superannuation fund; and

- iv. the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- d) Where an Employee elects the option of salary sacrificing some of their wages, there must be a signed agreement between the Employee and the Employer. This option must remain for a period of not less than six months, unless exceptional circumstances apply.
- e) All superannuation contributions will be paid according to applicable fund requirements.

### 5.11 Redundancy

- a) The Employer will make redundancy contributions for Employees covered by this Agreement into a redundancy pay scheme determined by the Employer which is an Approved Worker Entitlement Fund under the Fringe Benefits Tax Assessment Act 1986 (Cth).
- b) Contributions will be made on a pro rata basis for any partial week worked. An employee will accrue at the daily rate of \$35 for each day worked during the week (limited to Monday – Friday).
- c) Where an employee takes an unauthorised absence, the employee will not accrue redundancy entitlements for that day.
- d) The Employer contribution to this Fund will be as per the following table:

<b>Operative date</b>	<b>Contribution per week per Employee</b>
Date of approval of the Agreement by the Fair Work Commission.	\$175.00

- e) The contributions will be paid monthly in accordance with the requirements of the applicable redundancy pay scheme.
- f) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.



## **PART 6 HOURS OF WORK, OVERTIME and RDO'S**

### **6.1 Hours of Work**

- a) Subject to (b) the ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 6.00am and 6.00pm and will average 36 hours per week over a 4-week period, employees may also be required to work reasonable additional overtime hours.
- b) In the majority of circumstances, the ordinary hours referred to in clause 6.1(a) will be worked between Monday to Friday, however in recognition of the nature of the Project, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a). In these circumstances, it will be available to the Employer and affected Employees to agree to work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.
- c) Start and finish location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Employer to suit the needs of the Project, following consultation with the Employees affected or by the giving of 48 hours written notice by the Employer to the affected Employees concerned or by a lesser period in the case of an emergency.
- d) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Employer, to meet the needs of the Employer's contractual requirements for completion of work on the Project. When considering the allocation of reasonable overtime, the Employer will have regard to relevant matters including those prescribed under s.62(3) of the Act.
- e) Tool Box and Pre-Start meetings will generally be held prior to the commencement of each shift. Employees will be ready for work at the commencement of the Tool Box or Pre-Start and meetings will be paid at the Employee's Base Rate and forms part of the Employees ordinary hours.

### **6.2 Day Workers**

Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 6.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(a).

#### **6.2.1 Weekdays**

- a) Day Workers will be paid their relevant Base Rate and relevant allowances for the ordinary hours worked on a weekday.
- b) Overtime will be paid at double the Base Rate.

#### **6.2.2 Saturday**

- a) Day Workers will be paid double the Base Rate for all overtime worked on a Saturday.
- b) A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rates.

### **6.2.3 Sunday**

- a) All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the Base Rate.
- b) A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate.

### **6.2.4 Meal and Rest Breaks**

- a) For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30-minute meal break within 6 hours of commencement. For Day Workers, this meal break is not counted as time worked.
- b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.
- c) Day Workers will take a 30-minute paid meal break in excess of 8 hours worked after commencement on a Saturday and Sunday.
- d) Day Workers will receive a paid 20-minute break after the conclusion of 2 hours overtime following ordinary hours provided the Employee is to continue overtime. The Employee is further entitled to paid 20-minute breaks at the conclusion of every 4 hours overtime.
- e) Day Workers will receive a paid 20-minute break after the first 4 hours of overtime work on the weekend. If the overtime continues beyond a further four hours after taking of the break, the employee will receive an additional paid 20-minute break.
- f) The times of taking the breaks will be agreed between the Employer and majority of Employees affected.

### **6.2.5 Deferment and Staggering of Meal or Rest breaks**

- a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment for the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the Employee will be paid double the Base Rate for the duration of the deferment which is in excess of one hour and until the completion of the meal break.
- b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

## **6.3 Shift Workers**

### **6.3.1 Weekdays**

- a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
  - i. Day Shift – Base Rate;
  - ii. Afternoon Shift – Base Rate plus 50% of the Base Rate; and
  - iii. Night Shift – Base Rate plus 50% of the Base Rate.
- b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, will be paid at double the relevant Base Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.

- c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

### **6.3.2 Weekends**

- a) All hours worked by Shift Workers on weekends will be paid at double the relevant Base Rate (subject to clauses (b) and (c) below).
- b) An Afternoon Shift commencing at or after 6.00pm on a Sunday and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend.
- c) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is an Afternoon Shift or Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Afternoon Shift or Night Shift, and not as a weekend.
- d) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

### **6.3.3 Meal and Rest Breaks**

- a) Unless otherwise agreed between a section or sections of Employees, Shift Workers will take a 30-minute meal break at no later than six hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.
- b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Employer and the majority of Employees affected.

### **6.3.4 Deferment and Staggering of Meal or Rest Breaks**

- a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Base Rate for the duration of the deferment which is in excess of one hour until the completion of the meal break.
- b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

### **6.3.5 Notice**

The Employer will give relevant Employees at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employees will be given 48 hours' notice of variation to their shift roster.

### **6.3.6 Broken Shifts**

- a) Where an Employee receives less than 48 hours' notice and the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.
- b) In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of Shift Worker"), the Employee will receive the overtime rate for Day

Workers on weekdays as prescribed at clause 6.2.1(b) for the duration of the broken shifts.

#### **6.4 Recall**

- a) An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.
- b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the jobs the Employee was recalled to perform is completed within a shorter period.
- c) Employees will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

#### **6.5 Rest period after Overtime**

- a) An Employee who works so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten-hour rest period.
- c) The provisions of this clause will apply in the case of Employees on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:
  - i. For the purpose of changing shift rosters; or
  - ii. Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
  - iii. Where a shift is worked by arrangement between the Employer and Employee.
- d) Except as provided for in this clause, the Employer may require any Employee to work reasonable overtime.

#### **6.6 Cancellation of Weekend Overtime**

- a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Employer may cancel planned weekend overtime. The Employer will endeavour to notify affected Employees of weekend overtime cancellation by lunchtime on Fridays. However, the Employer reserves the right, in exceptional circumstances, to notify Employees of weekend overtime cancellation by no later than normal finishing time on Fridays. This will include posting of the notice of cancellation of weekend overtime on the noticeboard.
- b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employees will notify the Employer before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances of any late notification.

## 6.7 Work Throughs

- a) Work throughs under this clause (6.7) are where Employees are directed by the Employer at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.
- b) Work crews, when directed by the Employer, will work through normal scheduled meal breaks, provided that each of these Employees are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.
- c) In recognition of this work pattern, when Employees are required to maintain operations under this clause, they will receive an additional one (1) hour's pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employees have their meal breaks rescheduled in accordance with this Agreement.

## 6.8 Rostered Days Off

- a) For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO").
- b) It is the intention of this Agreement that there will be 13 scheduled RDO's observed for each year of this Agreement. Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any scheduled RDO's) during the life of the Project to meet the needs and program of the Project.
- c) In the event that there is a requirement for work to be carried out on scheduled RDOs the Employer will, in advance of this requirement, notify, consult and reach agreement with affected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.
- d) To allow greater continuity of operation, the Employer and Employees may also agree to move or bank RDOs when such entitlement is due.
- e) The Employer is committed to encouraging all Employees to take their accrued RDOs on a regular basis during the Project to maintain a satisfactory work/life balance.
- f) It is the Employer's intention to have regular communication regarding the Project and the scheduling of RDOs.
- g) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave.
- h) The following is agreed in respect of RDOs:
  - iv. If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances;
  - v. Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination;

- vi. RDO's do not accrue while Employees are on unpaid or unauthorised leave or while taking RDOs
- vii. Payment on an RDO will include the daily fares and travel.
- i) The Employee will have the flexibility to request the Employer to:
  - i. Use accrued/banked RDOs for days off; or
  - ii. Pay out up to 50% of accrued RDOs at ordinary rates of pay.

## **PART 7 LEAVE ENTITLEMENTS**

### **7.1 Annual Leave**

- a) An Employee will accrue paid annual leave at the rate of 4 weeks (for each 12-month period of continuous service). Annual leave is paid based on 36 hours per week at the Base Rate paid to the Employee immediately prior to the leave plus a loading of 17.5% (plus Leading Hand allowance if applicable). For the period, if any, that an Employee is engaged as a Shift Worker for the purposes of the National Employment Standards as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of annual leave per annum.
- b) An Employee who would have received shift loadings prescribed by this Agreement had they not been on Annual Leave, will forgo the Annual Leave loading and will be entitled to the higher shift loadings.
- c) The loading prescribed in 7.1(a) or (b), will apply to accrued but untaken annual leave on termination.
- d) The period of annual leave will be exclusive of any public holiday that occurs during the period.
- e) The Employer may direct Employees to take accrued annual leave on one month's notice, the Employer will generally close down the Project for one or more weeks over the Christmas – New Year period and in these cases, Employees will generally be required to ensure that they have sufficient Annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have Annual Leave or RDO accruals, the Employee may be required to take Leave Without Pay for such period or a combination of Annual Leave, RDO and Leave Without Pay.
- f) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employees. Annual leave may be taken in any combination of days or weeks agreed between the Employer and the Employee.
- g) An Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Employer before the leave is taken.
- h) Where an Employee has exhausted Annual Leave entitlements, leave without pay may be considered by the Employer and approval of such leave will be at the Employer's sole discretion. The Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.
- i) Accrued annual leave is paid out on termination of employment.
- j) This clause 7.1 will be read and be interpreted in conjunction with the definition of "shiftworker" in clause 38 of the Building and Construction General On-Site Award 2020 for the purposes of the NES. If there is any inconsistency between this clause and NES, the more beneficial provision to an Employee prevails.

## 7.2 Personal/Carer's Leave

- a) Employees will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) per annum, based on the Employee's base rate of pay, in accordance with the FW Act.
- b) Paid personal/carer's leave accrues progressively during the year.
- c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.
- d) Sick Leave is not paid while an employee is receiving Workers' Compensation.
- e) Personal/carer's leave will be paid at the Employee's Base Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements:
  - i. Have accrued personal/carer's leave;
  - ii. Notify their Supervisor of the absence as soon as possible and no later than four hours from the Employee's start time. If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.11;
  - iii. Advise the Employer how long the absence on personal leave is likely to be;
  - iv. Produce evidence to the Employer of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Employer will mean a medical certificate from a registered Health Practitioner or Statutory Declaration stating the nature of the illness and the period the Employee will be unable to work.
- f) Personal/carer's leave will accumulate from year to year.
- g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.7 (f) and (g), payment for unused personal/carer's leave will not occur.
- h) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.
- i) On each occasion that an Employee takes carer's leave, the Employee must provide the Employer with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Employer's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Employer.

### 7.2.1 Unpaid Carer's Leave

- a) Employees are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave.



The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.

- b) The Employer will provide notice to the Employer as soon as reasonably practicable. The Employer may require an employee to provide to the Employer in accordance with the National Employment Standards documentary evidence confirming the need to take such leave.

### **7.2.2 Absenteeism**

If an Employee is taking personal/carer's leave such that there is an indication of a pattern of regular and/or excessive absenteeism, the Employer may commence counselling in accordance with the procedure set out in clause 3.11.

### **7.3 Compassionate Leave**

- a) Employees will be entitled to Compassionate Leave in accordance with the FW Act.
- b) An Employee will be entitled to a period of two (2) days paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.
- c) The Employer will provide notice to the Employer as soon as reasonably practicable.
- d) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act documentary evidence confirming the need to take such leave.
- e) The Employer, at its sole discretion, may grant up to ten working days of unpaid Leave in accordance with this clause.

### **7.4 Parental Leave**

Employees will be entitled to Parental Leave in accordance with applicable legislation (e.g., the FW Act, and the *Paid Parental Leave Act 2010* (Cth)).

### **7.5 Jury Service**

- a) An Employee called for jury service during ordinary hours will be reimbursed by the Employer by an amount equal to the difference between the amount paid by the Court and the amount of Base Rate earnings the Employee would have received for the ordinary hours expended at the Court, for a maximum of 10 days. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.
- b) The Employer will notify the Employer as soon as practicable, of the date upon which the Employee is required to attend for jury service.
- c) The Employer will provide the Employer with proof of attendance, duration of attendance and amount received.

### **7.6 Long Service Leave**

The Employer will register each Employee in the QLeave scheme for the duration of the Employees period of employment on the Project.

## 7.7 Requests for Flexible Working Arrangements

An Employee, who is an Employee who has worked with the Employer for at least 12 months, and falls within one of the categories of Employees who can request flexible working arrangements, in accordance with the provisions of the FW Act, may submit a request to the Employer for a change in working arrangements, in accordance with these provisions, as amended from time to time.

## 7.8 Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the FW Act.

## 7.9 Family & Domestic Violence Leave

- a) 'Family and domestic violence' means violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that seeks to coerce or control the person and that causes the person harm or to be fearful.
- b) 'Close relative' of an Employee, is a person who is a member of the Employee's immediate family; or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- c) 'Immediate family' of a person means:
  - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
  - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.
- d) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:
  - i. the leave is available in full at the start of each 12 month period of the Employee's employment; and
  - ii. the leave does not accumulate from year to year; and
  - iii. is available in full to part-time and casual Employees.
- e) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- f) The Employer and Employee may agree that the Employee can take additional unpaid leave to deal with family and domestic violence should the Employee exceed the 10 days.

## 7.10 Taking Paid Leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **7.11 Public Holidays**

- a) All Employees will be entitled to the following Public Holidays without deduction of ordinary time earnings:
- i. New Year's Day;
  - ii. Australia Day;
  - iii. Good Friday;
  - iv. Easter Saturday;
  - v. Easter Sunday
  - vi. Easter Monday;
  - vii. Anzac Day;
  - viii. Labour Day;
  - ix. Exhibition Holiday;
  - x. King's Birthday;
  - xi. Christmas Day;
  - xii. Boxing Day; or
  - xiii. Any other day, or part day, declared or prescribed by or under a law of the State of Queensland as a Public Holiday, other than a day or part-day or a kind of day or part-day that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a Public Holiday.
- b) A Day Worker required to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- c) A Shift Worker on Afternoon Shift or Night Shift rostered to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- d) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.11(d) will only apply when the Public Holiday(s), as provided for in clause 7.11(a), which falls on any day between Monday and Friday.
- e) Employees required to work on a Public Holiday will be afforded a minimum of 4 hours' work, or be paid as such.
- f) It will be available for the Employer and a majority of the affected Employees to substitute a nominated Public Holiday for another day and the prescriptions of this clause 7.11 will apply to the substituted day.

## **PART 8 ADMINISTRATION**

### **8.1 Income Protection**

The Employer will continue to maintain income protection insurance with the current provider (sickness and injury) for Employees covered by this Agreement, or another provider agreed between the parties. The cost to the Employer shall not exceed \$187.96 per person per month initially and then shall increase by no more than the Base Rate escalation percentage amounts from the dates applicable to increases to the Base Rate.

### **8.2 Payment of Wages**

- a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s).
- b) Employees are required to nominate to the Employer the account(s) at a bank or other financial institution at the time of engagement.
- c) The pay week will be from Monday to Sunday, with wages being transferred to the Employees nominated financial institution on the following Thursday.
- d) Where a payment falls on a public holiday, the Employer will make the payment in respect of Employees on the following working day.
- e) All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.
- f) Any overpayment of wages made to the Employee in error by the Employer will, by written agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) and must be repaid while the Employee is employed by the Employer.
- g) Employees will not unreasonably withhold consent for reimbursement of overpayment of wages.

### **8.3 Employee Representative**

- a) All parties to this Agreement acknowledge that employees have the right to representation by employee representatives in employment matters. The Company will not interfere in the selection of an employee representative. Employee representatives have the right to be treated fairly and to perform their role without any discrimination in their employment.
- b) The Employer acknowledges that Employees may choose to elect an employee as a representative(s) (who may or may not be a union delegate). Such elected representative(s) will be allowed reasonable time during working hours to submit to the Employer matters affecting the Employees they represent. The Employee representative is required to perform productive work when not representing other Employees on the Project (that is, an Employee representative will not be a non-working shop steward). The Parties acknowledge that the benefits given under clause 8.3 and 8.4 apply only to the Employee representative appointed under this clause.
- c) Employee representative(s) will, subject to approval by their Supervisor will be provided with reasonable time off with pay to:
  - i. Attend any court or industrial tribunal proceedings and associated meetings that

- relate to this Agreement;
- ii. Consult with other Employees in relation to any matter arising out of this Agreement or in connection with their employment with the Employer. To avoid doubt, this clause 8.3 is not intended to confer rights on Employee representative(s) to perform similar functions of union officials, for the purpose of union officials avoiding right of entry requirements; and
- iii. The Employee representative will be entitled to 5 days training leave per calendar year.

#### **8.4 Employee Representative Facilities**

- a) The Employer shall allow an Employee representative appointed under clause 8.3 reasonable access to office resources when acting in the capacity of the Employee representative, for example:
  - i. A telephone;
  - ii. Access to a computer;
  - iii. A table and chairs;
  - iv. A filing cabinet;
  - v. Air conditioning/heating;
  - vi. Access to stationery and other administrative facilities, including use of email, (if available on site), following consultation between the Employee Representative and Site Management.
- b) These resources will be available during working hours.

#### **8.5 Compliance with Statutory Requirements**

The Parties shall adhere to the requirements of all applicable Acts of Parliament of the Commonwealth and State and therefore comply with the relevant requirements of all those ordinances, regulations, by-laws, orders and proclamations made or Issued under any applicable Act.

#### **8.6 Severability**

- a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.
- b) The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.
- c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

#### **8.7 Employee Awareness**

Employees will be provided with a copy of this Agreement in their letter of offer and copies will be available on the Project.

## **8.8 Immigration Compliance**

- a) The Employer recognises its obligations in respect of compliance with applicable Australian immigration laws.
- b) Prospective Employees may be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship, details of their immigration status.
- c) No person, other than an Australian Citizen or Permanent Resident, will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

**PART 9 SIGNATORIES**

**Signed for and on behalf of the employer CPB Contractors Pty Ltd pursuant to section 126 of the *Corporations Act 2001* (Cth):**

I am employed by CPB Contractors Pty Ltd, and I am authorised by CPB Contractors Pty Ltd to sign this agreement on its behalf as an authorised employer representative.

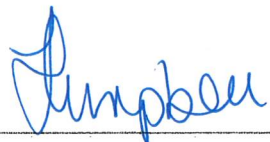
**By:**

Name Vince Sanfillipo  
Address 520 Wickham St, Fortitude Valley, QLD 4006  
Position General Manager, QLD & PNG  
On 17/12/2024  
Date

  
Signature

In the presence of

JOANNE CAMPBELL  
Name

  
Signature

**Signed by a representative of the employees covered by the agreement in accordance with regulation 2.06A of the *Fair Work Regulations 2009*:**

**By:**

Name Joyce Emmerton  
Address: 33 HERSCHER Street Brisbane  
Position Heavy Plant Operator - HSR  
On 17-12-2024  
Date

  
Signature

In the presence of

Ben Loakes  
Name 17-12-24

  
Signature

## Appendix A CLASSIFICATION STRUCTURE

### Civil Worker Classifications

The Civil Worker (CW) classifications will apply to Employees performing work of the nature of Civil Construction who are engaged in the classifications set out below, and are employed to perform the works set out in clause 2.4 of this Agreement.

#### Determination of Classification for individual Employees:

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Indicative Classification	From the first full pay period after Agreement approved Base Rate per hour
<b>CW1</b>	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant	50.57
<b>CW2</b>	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardperson Chainman	52.53
<b>CW3</b>	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator	54.73
<b>CW4</b>	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson	57.46
<b>CW5</b>	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw,	60.11



	<b>Indicative Classification</b>	<b>From the first full pay period after Agreement approved Base Rate per hour</b>
	Shotcrete Placing Machine, Paver Gantry Crane Operator	
<b>CW6</b>	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS	62.84
<b>CW7</b>	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS	65.57
<b>CW8</b>	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637	68.32

## **Appendix B BASE RATES OF PAY**

The Base Rates of pay for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

<b>Classification</b>	<b>Commencement of Agreement</b>	<b>1/07/2025</b>	<b>1/07/2026</b>	<b>1/07/2027</b>
	<b>rate per hour</b>	<b>rate per hour</b>	<b>rate per hour</b>	<b>rate per hour</b>
<b>CW1</b>	50.57	53.10	55.75	58.54
<b>CW2</b>	52.53	55.16	57.92	60.81
<b>CW3</b>	54.73	57.46	60.34	63.35
<b>CW4</b>	57.46	60.33	63.35	66.52
<b>CW5</b>	60.11	63.12	66.27	69.59
<b>CW6</b>	62.84	65.98	69.28	72.74
<b>CW7</b>	65.57	68.85	72.29	75.91
<b>CW8</b>	68.32	71.73	75.32	79.09

## Appendix C ALLOWANCES & CONTRIBUTIONS

Flat or All Purpose	Allowance/Contribution	Amount
Flat	<b>Daily Fares and Travelling Allowance</b>	\$55.00 from Agreement commencing operation. One off increase to \$60.00 to be applied 12 months after the Agreement commences operation.
Flat	<b>Productivity Allowance (per hour worked)</b>	\$9.64*
Flat	<b>People First Payment</b>	\$55/week
Flat	<b>Leading Hand Allowance (per hour flat)</b>	
	- In charge of 2-5 persons	\$1.99*
	- In charge of 6-10 persons	\$2.53*
	- In charge of 11 plus persons	\$3.36*
Flat	<b>First Aid Allowance (per day)</b>	
	- Senior First Aid	\$4.15
	- Occupational First Aid	\$6.55
Flat	<b>Overtime Meal Allowance</b>	\$24.51*
<b>All Purpose</b>	Tradesperson Allowance	\$1.81*
<b>Flat</b>		
N/A	<b>Shift Penalties</b>	
	Day Shift	Base Rate
	Afternoon Shift	Base Rate + 50%
	Night Shift	Base Rate + 50%
Flat	<b>Redundancy Contribution (per week)</b>	\$175.00
N/A	<b>Superannuation (per week)</b>	11.5% or min \$255 p/wk
Flat	<b>Income protection</b>	Employer cost \$187.96 p/mth*
	*To be increased by the corresponding wage escalation percentage p/a on first pay period after 1 July each year. As per the table below.	

Escalated allowances	Commencement of Agreement	1/07/2025	1/07/2026	1/07/2027
<b>Productivity (per hour worked)</b>	\$9.64	\$10.12	\$10.63	\$11.16
<b>Leading hand 2-5 (per hour flat)</b>	\$1.99	\$2.09	\$2.19	\$2.30
<b>Leading Hand 6-10 (per hour flat)</b>	\$2.53	\$2.66	\$2.79	\$2.93
<b>Leading Hand 11+ (per hour flat)</b>	\$3.36	\$3.53	\$3.71	\$3.89
<b>Overtime Meal</b>	\$24.51	\$25.73	\$27.02	\$28.37
<b>Tradesperson (per hour)</b>	\$1.81	\$1.90	\$1.99	\$2.09
<b>Income Protection (per month)</b>	\$187.96	\$197.36	\$207.23	\$217.59

## Appendix D APPRENTICES

Apprentices engaged directly by the Employer will be paid the following Rates of Pay:

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

### Adult Apprentice Rates of Pay:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

**Productivity Allowance:** The Employer will pay Fifty Percent (50%) Productivity Allowance prescribed at clause 5.4 for the first year of the apprenticeship. The Employer will pay one hundred Percent (100%) Productivity Allowance for the second and subsequent years of the employee's apprenticeship.

**Daily Fares and Travelling Allowance:** The Employer will pay the full daily fares and travelling allowances prescribed at clause 5.3.

**Superannuation:** The Employer will make Superannuation contribution as prescribed at Clause 5.10.